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Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

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In re Applications of )

AUDIO A. MATOS )

LLOYD SANTIAGO-SANTOS and )  
LOURDES RODRIGUEZ BONET )

For Construction Permit for )  
a new FM Station on Channel )  
293A in Culebra, Puerto Rico )

MM Docket No. 93-89

File No: BPH-911114MS

File No. BPH-911115MP

To: The Review Board

RECEIVED

DEC 6 1993

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

EXCEPTIONS

OF

LLOYD SANTIAGO-SANTOS

AND

LOURDES RODRIGUEZ BONET

David L. Hill  
Audrey P. Rasmussen  
Their Attorneys

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Dated: December 6, 1993

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## TABLE OF CONTENTS

	<u>Page</u>
TABLE OF CITATIONS.....	i
SUMMARY .....	ii
I. INTRODUCTION.....	1
II. STATEMENT OF THE CASE.....	1
III. ISSUE PRESENTED.....	2
IV. ARGUMENT.....	2
SITE AVAILABILITY.....	2
FINANCIAL ISSUE.....	5
TIMELINESS.....	7
V. CONCLUSION.....	9

# TABLE OF CITATIONS

	<u>Page</u>
1. <u>Chapman Radio and Television Co.,</u> 70 FCC 2d 2063, 2072 (1979)	6
2. <u>Citizens for Jazz on WRVR v. FCC</u> 775 F.2d 392 (D.C. Cir. 1985)	5
3. <u>Environmental Rules</u> (Report and Order), 60 RR 2d 13 (1986)	4
4. <u>Eve Ackerman</u> , 8 FCC Rcd 4205 (1993)	9
5. <u>Evergreen Broadcasting Company</u> , 7 FCC Rcd (1992)	9
6. <u>Fourth Report and Order</u> , 4 FCC Rcd (1988)	6
7. <u>Genessee Communications, Inc.</u> , 3 FCC Rcd 3595 (Rev. Bd. 1988)	3
8. <u>Gencom, Inc. v. FCC</u> , 832 F.2d 171 (D.C. Cir. 1987)	5
9. <u>Great Lakes Broadcasting, Inc.</u> 6 FCC Rcd 4331 (1991)	8
10. <u>50 CFR §§25-36</u>	3
11. <u>Hearing Designation Order</u> , DA 93-331, released April 8, 1993	1
12. <u>Initial Decision</u> , FCC 93D-20, released November 4, 1993	1
13. <u>Memorandum Opinion and Order</u> , FCC 93M-508, released August 6, 1993	2-3,5,7-9
14. <u>Salinas Broadcasting Limited Partnership</u> , 4 FCC Rcd 8235 (Rev. Bd. 1989)	4,5
15. <u>Teton Broadcasting</u> , 1 FCC Rcd 518 (1986)	5
16. <u>Webster Fuller Communications Associates</u> , 3 FCC Rcd 6968 (Rev. Bd.)	3

## SUMMARY

Lloyd Santiago-Santos and Lourdes Rodriguez Bonet ("Santos and Bonet") except to the Initial Decision of Administrative Law Judge Joseph P. Gonzalez, FCC 93D-20, released November 4, 1993 in a comparative broadcast proceeding for an FM station in Culebra, Puerto Rico. In the Initial Decision, the Judge granted the application of Aurio A. Matos ("Matos") and denied the application of Santos and Bonet.

Santos and Bonet except to an interlocutory ruling by the Presiding Officer when he denied by Memorandum Opinion and Order, FCC 93M-508, released August 6, 1993, a Petition to Enlarge Issues against Matos concerning his site availability and his financial qualifications.

Santos and Bonet contend that Matos did not have the permission of the United States Interior Department's Fish and Wildlife Service to use his proposed site and therefore, did not and does not now have reasonable assurance of site availability.

Further, the financial certification of Matos fails because his letter from Southern Mortgage Corporation does not provide any documentation as to its financial availability required by FCC Rules and Regulations.

Accordingly, the Matos permit must be set aside, the issues added and remanded to the Administrative Law Judge.

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	)	

To: The Review Board

**EXCEPTIONS OF LLOYD SANTIAGO-SANTOS  
AND LOURDES RODRIGUEZ BONET**

**I. Introduction**

Lloyd Santiago-Santos and Lourdes Rodriguez Bonet ("Santos and Bonet") by their attorneys, hereby submit their Exceptions as provided for in Section 1.276 of the Commission's Rules to the Initial Decision ("ID") of Administrative Law Judge Joseph P. Gonzalez, FCC 93D-20, released November 4, 1993, in which the Presiding Judge granted the application of Aurio A. Matos ("Matos") for the construction permit in Culebra, Puerto Rico.

**II. Statement of the Case**

This proceeding involved the mutual exclusive applications of Matos and Santos and Bonet for a construction permit for a new FM radio station on Channel 293A in Culebra, Puerto Rico. The matter was designated for hearing pursuant to a Hearing Designation Order ("HDO") of the Mass Media Bureau, DA 93-331, released on April 8, 1993 on the following issues:

- (1) To determine which of the proposals would, on a comparative basis, best serve the public interest.
- (2) To determine, in light of the evidence adduced pursuant to the specified issues, which of the applications should be granted, if any.

On June 22, 1993, Santos and Bonet petitioned to enlarge issues against Aurio A. Matos to add site availability and financial issues.

In his Memorandum Opinion and Order, FCC 93M-508, released August 6, 1993 ("MO&O"), the Judge denied the petition, finding that it was untimely and that if it were considered on its merits, that it failed to raise substantial and material question of facts with respect to the availability of the Matos proposed antenna site or to his financial qualifications.

It is from this conclusion, Santos and Bonet seek relief as provided for in §1.301(b)(1) and to which these exceptions are directed.

### III. Issue Presented

Santos and Bonet do not except to the comparative findings and conclusions in the ID; however, as stated above, they do except to the Judge's decision in MO&O, FCC 93M-508. Therefore, Santos and Bonet present the following issue for consideration by the Review Board:

1. Whether the Administrative Law Judge erred when he refused to add a site availability issue and a financial issue against Aurio A. Matos?

### IV. Argument Site Availability

Matos proposed in his application to utilize the existing tower of WSAN-FM facilities in Culebra for his FM proposal. See Exhibit 1 (Pet. Ex. 3). While the so-called site letter on its face is devoid of

details necessary to show reasonable assurance, 1/ the critical consideration is the ability of Mr. Colon Ventura to convey any rights to use the tower. The WSAN-FM facilities are located on United States Department of Interior, Fish and Wildlife Service ("FWS") property. Thus, its use is subject to permission by FWS, pursuant to FWS regulations. See 50 CFR §§25-36.

Colon Ventura has been issued by FWS a special use permit No. 36302, copy attached as Exhibit 2 (Pet. Ex. 4). However, that permit prohibits subleasing. See General Condition 10.

Thus, assuming arguendo that Mr. Colon Ventura is willing to endorse the Matos project, Matos still has not demonstrated reasonable assurance of the availability of the proposed site. And in fact, FWS has so stated. In FWS letter dated July 16, 1993, Exhibit 4 (Reply Ex. 1), it states that Mr. Colon's Special Use Permit authorizes the operation of one FM broadcast antenna, as long as he abides by the general and special conditions of his Permit. FWS concludes by stating that "therefore permission to use the site, or assurances regarding the availability of the site, cannot be given by Mr. Colón." (Emphasis added.) Matos presented no evidence to challenge the position of FWS.

In the MO&O, the Judge states that with respect to the requested antenna site availability issue, "the letter from Carlos J. Colon

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1/ See Genessee Communications, Inc., 3 FCC Rcd 3595 (Rev. Bd. 1988) which stands for the proposition that a minimum requirement is a meeting of the minds resulting from some firm understanding between the site owner and broadcast applicant to establish reasonable assurance of site availability. See also, Webster Fuller Communications Associates, 3 FCC Rcd 6968 (Rev. Bd. 1988).

Ventura, President of WAPA Noti-Radio 680, dated September 21, 1991 makes it clear that its tower will be available to Mr. Matos for use as a site of his antenna." Santos and Bonet contend that the Judge misunderstood their argument as well as the law. The issue is not whether Colon Ventura's letter states that its tower will be available to Matos, but whether Colon Ventura had the authority to offer his tower to Matos. The answer to that question is no and FWS has confirmed this.

Even assuming Colon Ventura had the authority to offer his tower for use by Matos, it does not appear that any such governmental approval will be forthcoming. In Salinas Broadcasting Limited Partnership, 4 FCC Rcd 8235 (Rev. Bd. 1989), the Review Board stated that if a Petitioner can demonstrate by a "reasonable showing" that approval by local governmental authorities is "improbable", then a site availability will be specified. 4 FCC Rcd at 8236. On that basis, the case was remanded to add a site availability issue. In the present case, the facts parallel those in Salinas, supra, in that the Refuge Manager of the Caribbean Islands National Wildlife Refuge has advised that no sublease approval is forthcoming. In addition, as in Salinas, this case is not a mere zoning issue but involves an environmental issue, a national wildlife refuge. And in matters concerning the environment, the Commission has departed from its policy that a site availability issue will not be specified on the lack of advanced approval by governmental authorities. In Environmental Rules, (Report and Order), 60 RR 2d 13, 17-18 (1986), the Commission encouraged applicants to seek approval from the appropriate agency prior to coming to the Commission. Indeed, in Salinas at 8237, the Review Board stated that the Commission "urged



applicants to seek prior local approval." Emphasis added. Although the applicants in Salinas argued that, based on Commission precedent, they did not need prior approval, the Review Board stated, "the Commission's 1986 Teton [Broadcasting, 1 FCC Rcd 518 (1986)] established that [the applicants] did need 'reasonable assurance' that they could obtain approval."

In the referenced MO&O, the Judge's statement that Santos and Bonet's contention that the site would not be available "is based on mere speculation on their part without any supporting documentation" is an obvious error. The factual evidence clearly satisfies the two-pronged test for a prima facie case. See 47 U.S.C. §309 (1982). This test is enunciated in Gencom, Inc. v. FCC, 832 F.2d 171, 180-181 (D.C. Cir. 1987)(a petitioner must set forth "specific allegations of fact sufficient to show that...a grant of the application would be prima facie inconsistent with [the public interest, convenience, and necessity]." Citizens for Jazz on WRVR v. FCC, 775 F.2d 392, 394 (D.C. Cir. 1985)) and presents "a substantial and material question of fact" Citizens for Jazz, supra at 397. Based on the evidence presented, Santos and Bonet have provided specific allegations raising substantial and material question of fact concerning the reasonable assurance of the Matos site availability.

#### Financial Issue

Matos, in the FCC Form 301 application filed on or about November 13, 1991, in response to Section III, Financial Qualifications, noted that the estimated costs to construct and operate of \$228,600.00 would be met from a savings account (\$67,067.98) and a \$250,000 loan from

Southern Mortgage Corporation, Mayaguez, Puerto Rico. Thus, Matos certified that he had net liquid assets of over \$67,000.00 and that funds were available from committed sources, i.e., Southern Mortgage Corporation, to construct and operate the proposed facilities. Even if it is assumed that the \$67,000 which Matos demonstrated was in a savings account in November, 1991 is available, it is insufficient to meet the estimated costs to construct and operate of some \$228,000. Thus, Matos must look to other sources. In this case, Mr. Matos relies on the Southern Mortgage commitment to make up the short fall. It is this "commitment" that Santos and Bonet have challenged on two grounds:

1. It has not been demonstrated that Southern Mortgage has net liquid assets available to make the \$250,000 loan since Southern Mortgage is not a recognized financial institution; <sup>2/</sup> and
2. The commitment on its face fails to meet the requirements for reasonable assurance of the availability of funds.

Turning to the efficacy of the letter measured against the standards for such showings, accepting the language in its simplest form, it is not reasonable or appropriate to conclude that a commitment has been made by Southern Mortgage. The writer of the letter merely states that a meeting was held and documents were presented. The critical terms, i.e., interest rate and duration for the loan, have not been specified. See Chapman Radio and Television Co., 70 FCC 2d 2063, 2072 (1979) ("The tentative terms of the loan must be specifically

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<sup>2/</sup> Fourth Report and Order, 4 FCC Rcd 2542, 2547 (¶32) (1988) "In this regard we will require questionable entities to demonstrate that they have the funds available to cover the total commitments they have made."

identified.)). Thus, this critical element necessary for a demonstration of reasonable assurance of the availability of funds is missing. If interest rates are not specified, how can one even hope to conclude that there has been a meeting of the minds with respect to such rates. If it was the intent of Southern Mortgage to identify the rates as floating depending on market conditions, that could have been and should have been specified. It was not. Surely Southern Mortgage, as other financial institutions do, had a range for the term of such loans, i.e., 5-7 years. Thus, even assuming that Southern Mortgage was familiar with and conducted an analysis of the credit worthiness of the project, it cannot be concluded that the critical terms of the loan have been agreed to by both parties. Thus, a claim of reasonable assurance of the availability of the necessary funds fails.

#### Timeliness

In connection with the timeliness issue raised by the Judge in the referenced MO&O, Santos and Bonet submit that in the standard document exchange, on May 5, 1993, Matos for the first time produced a letter dated September 23, 1991 from Carlos J. Colon Ventura to Aurio Matos which purported to be evidence of site availability, as well as the letter from Southern Mortgage Corporation. The one sentence letter from Colon Ventura, without any terms and conditions, stated that it endorsed Matos to use "our facilities" for his project. The letter from Southern Mortgage Corporation was equally amorphous. Thus, on May 17, 1993, Santos and Bonet requested supplemental documents in connection with the Colon Ventura letter, which sought to obtain more information to clarify the status of Matos and the FWS and with Southern Mortgage

Corporation. Matos sought an extension of time to respond to this document request until June 7, 1993.

On June 7, 1993, Matos filed an Opposition to the Supplemental Document Production Request, opposing both requests. On June 22, 1993, fifteen days after Matos objected to the supplemental request, Santos and Bonet timely filed their Petition to Enlarge Issues, pursuant to Section 1.229(b)(3). The Judge, in his MO&O, stated that there is no indication that any additional material received regarding the supplemental document exchange warranted designation of an issue. However, Santos and Bonet received no documents and on that basis assumed that there was no agreement with the FWS or additional information from Southern Mortgage. It was essential, as well as only fair, to provide the opportunity for Matos to clarify questions raised as a result of his initial document production. If there had been additional documents relating to the issues, then it may not have been necessary to file a Petition. Thus, it is respectfully submitted that full information concerning site availability and the financial certification upon which the Petition to Enlarge was premised was not available until June 7, 1993. The Petition was filed, immediately following discovery, prior to the hearing, at the appropriate time in the proceeding. See Great Lakes Broadcasting, Inc., 6 FCC Rcd 4331, 4332 (1991), which describes the appropriate time to file petitions to enlarge issues, i.e., at discovery, prior to hearing. In any event, the petition should have been considered on its merits because of the significance of the issues raised (i.e., the basic qualifications of

Matos). See Eve Ackerman, 8 FCC Rcd 4205 (1993) and Evergreen Broadcasting Company, 7 FCC Rcd (1992).


#### **V. Conclusion**

The Judge's decision in MO&O, FCC 93M-508 concerning the Matos site availability and his financial showing is in error and fails to provide a reasoned basis on the law and the facts in the record to justify his denial of the requested issues in connection with Matos. Accordingly, Santos and Bonet respectfully request that the Review Board set aside the grant to Matos, add the requested site availability and financial issues against him and remand the proceeding to the Administrative Law Judge for further proceedings. To be entitled to comparative evaluation, Matos must show that he is basically qualified. Since significant questions have been raised concerning his financial qualifications as well as the availability of his proposed site, <sup>3/</sup> these issues must be explored. Unless Matos can demonstrate his basic qualifications, his comparative position cannot be sustained.

Respectfully Submitted,

**LLOYD SANTIAGO-SANTOS and  
LOURDES RODRIGUEZ BONET**

By:



David L. Hill  
Audrey P. Rasmussen  
Their Attorneys

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<sup>3/</sup> The site issue is critical since his comparative win is based largely on his greater area and population coverage.

O'Connor & Hannan  
1919 Pennsylvania Ave., N.W.  
Suite 800  
Washington, D.C. 20006-3483  
(202) 887-1400

Dated: December 6, 1993

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# **WAPA**

## **NOTI-RADIO 680**

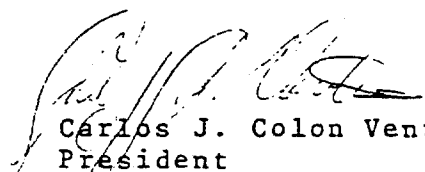
COPY

September 23, 1991

Mr. Aureo Matos Barreto  
Mayaguez, Puerto Rico

Dear Sirs:

WSAN - FM in Flamenco Ward in Culebra will be please  
to endorse Mr. Aureo Matos Barreto, in his proyect to  
C.P. in our facilites in said place, where he can place  
a transmitter.



Carlos J. Colon Ventura  
President





## General Conditions

### 1. Payments

All payments shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.

### 2. Use limitations

The permittee's use of the described premises is limited to the purposes herein specified; does not unless provided for in this permit allow him/her to restrict other authorized entry on to his/her area; and permits the Service to carry on whatever activities are necessary for (1) protection and maintenance of the premises and adjacent lands administered by the Service and (2) the management of wildlife and fish using the premises and other Service lands.

### 3. Damages

The United States shall not be responsible for any loss or damage to property including but not limited to growing crops, animals, and machinery; or injury to the permittee, or his/her relatives, or to the officers, agents, employees, or any others who are on the premises from instructions or by the sufferance of the permittee or his/her associates; or for damages or interference caused by wildlife or employees or representatives of the Government carrying out their official responsibilities. The permittee agrees to save the United States or any of its agencies harmless from any and all claims for damages or losses that may arise or be incident to the flooding of the premises resulting from any associated Government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.

### 4. Operating Rules and Laws

The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing National Wildlife Refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge officer in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.

### 5. Responsibility of Permittee

The permittee, by operating on the premises, shall be considered to have accepted these premises with all the facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, or the part of anyone of his/her associates, to use reasonable care.

### 6. Revocation Policy

This permit may be revoked by the Regional Director of the Service without notice for noncompliance with the terms hereof or for violation of general and/or specific laws or regulations governing National Wildlife Refuges or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the Service, by and through any authorized representative, may take possession of the said premises for its own and sole use, or may enter and possess the premises as the agent of the permittee and for his/her account.

### 7. Compliance

Failure of the Service to insist upon a strict compliance with any of the permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the Service's right to thereafter enforce any of the permit's terms, conditions, or requirements.

### 8. Termination Policy

At the termination of this permit, the permittee shall immediately give up possession to the Service representative, reserving, however, the right specified in paragraph 9. If he/she fails to do so, he/she will pay the Government, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 9. The acceptance of any fee for liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the Government's right to terminate or cancel the permit for the breach of any specified condition or requirement.

### 9. Removal of Permittee's Property

Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the Government have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the refuge officer in charge but not to exceed 60 days, remove all structures, machinery, and/or other equipment, etc., from the premises for which he/she is responsible. Within this period the permittee must also remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the United States.

### 10. Transfer of Privileges

This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the U.S. Fish and Wildlife Service and the permit shall not be used for speculative purposes.

### 11. Conditions of Permit not Fulfilled

If the permittee fails to fulfill any of the conditions and requirements set forth herein, all money paid under this permit shall be retained by the Government to be used to satisfy as much of the permittee's obligation as possible.

### 12. Officials Barred from Participating

No Member of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.

### 13. Nondiscrimination in Employment

The permittee agrees to be bound by the equal opportunity clause of Executive Order 11246, as amended.

## Privacy Act Statement—Special Use Permit

**NOTICE:** In accordance with the Privacy Act of 1974, 5 U.S.C. 552a, please be advised that:

1. The issuance of a permit and collection of fees on lands of the National Wildlife Refuge System is authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd - 668ee), and the Refuge Recreation Act, (16 U.S.C. 460k-3); implemented by regulations in 50 CFR 25-36.
2. Information collected in issuing a permit may be used to evaluate and conclude the eligibility of, or merely document, permit applicants.
3. Routine use disclosures may also be made (1) to the U.S. Department of Justice when related to litigation or anticipated litigation; (2) of information indicating a violation or potential violation of a statute, regulation, rule, order or license, to appropriate Federal, State, local or foreign agencies responsible for investigating or prosecuting the violation or for enforcing or implementing the statute, rule, regulation, order or license; (3) from the record of the individual in response to an inquiry from a Congressional office made at the request of that individual; (4) to provide addresses obtained from the Internal Revenue Service to debt collection agencies for purposes of locating a debtor to collect or compromise a Federal claim against the debtor, or to consumer reporting agencies to prepare a commercial credit report for use by the Department (48FR 54716, December 6, 1983).
4. Any information requested is required to receive this permit. Failure to answer questions may jeopardize the eligibility of individuals to receive permits.

**APPENDIX A: Special Conditions attached to  
Special Use Permit No. 36302 Permit Holder: Carlos J. Colón**

**SPECIAL CONDITIONS**

1. Permit holder is subject to all general conditions detailed on the back of the Special Use Permit (SUP) and to all conditions and restrictions within the Code of Federal Regulations Title 50.
2. Use of site:
  - a) Restricted to the purpose described in the SUP. No activities other than the inspection and maintenance of the site by station employees or contracted workers will be permitted.
  - b) Site is open for inspection by Federal and Commonwealth officials.
  - c) Permittee must accommodate the operation of Cellular Communications of P.R. This includes, but is not limited to, access through the gate and use of the access road, electrical connections to public power lines and any other operations deemed reasonable by FWS. Cellular Communication's permit does not include access to the antenna or working equipment of Radio Lider which are the private property of permittee.
3. The permittee will review the conditions of the antenna lights each February to replace any faded or non-red lights by the end of the month. This condition is not to contradict any FCC regulation that may require different lighting. IF AT TIME OF SIGNING THIS SUP LIGHTS HAVE NOT BEEN CHECKED AND REPLACED, PERMITTEE MUST DO SO BEFORE MARCH 31, 1993. Other lighting not required by the FCC must be left off at all times.
4. No construction materials, waste or other trash may be stored at the site without specific written permission from FWS.
5. No construction or modifications to the area may be made without prior written approval by FWS.
6. Gates must be kept closed at all times, even if in area only for five minutes. No locks may be placed on any gates within the area unless duplicate keys are given beforehand to FWS.
7. Insurance required by permittee: a) Third party property damage - \$50,000; b) Third party personal injury per person - \$50,000; c) Third party personal injury per accident - \$50,000. Proof of valid insurance must be shown to the FWS on demand.
8. Should violation of the above conditions occur the permittee will receive written notification of the violation and be required to correct the violation within 15 days unless extended by the Refuge Manager. Should the violation not be corrected within the required time, the permittee shall be liable for a fine equal to 10% of the annual fee or \$200 which ever shall be greater, for every week that the violation persists.
9. Any violation of the above conditions constitutes reason sufficient for revocation of the SUP and the subsequent removal of all buildings, equipment and improvements under penalty of forfeiture.

\_\_\_\_\_  
Permittee  
Date: \_\_\_\_\_

\_\_\_\_\_  
Issuing Officer  
Date: \_\_\_\_\_



## United States Department of the Interior

FISH AND WILDLIFE SERVICE  
Caribbean Islands National Wildlife Refuge  
P.O. Box 510, Carr. 301, Km. 5.1  
Boqueron, Puerto Rico 00622

TAKE  
PRIDE IN  
AMERICA

July 16, 1993

Audrey P. Rasmussen  
O'Connor & Hannan  
1919 Pennsylvania Avenue, N.W.  
Suite 800  
Washington, D.C. 20006-3483

Dear Ms. Rasmussen:

I am writing in response to your request related to Client/Matter No.: 31362-001 regarding the use of the site on Culebra NWR where Mr. José C. Colón's FM radio broadcasting antenna facility is located. Mr. Colón has had use of the site in question since before the U.S. Navy transferred the lands to the U. S. Fish and Wildlife Service (FWS) in 1983. The FWS has since issued a Special Use Permit (SUP) permitting use of the site for operation of an FM broadcasting station. This SUP is renewable on a yearly basis.

The SUP issued to Mr. Colón permits the operation of one commercial FM broadcast antenna as long as he abides by the general and special conditions specified therein. As indicated in the SUP General Condition 10, the privileges granted therein are not transferable or available to any person other than Mr. Colón. Although the antenna and transmitter located at the site in question are the property of Mr. Colón, the site where this property is located is part of the Culebra National Wildlife Refuge and subject to the restrictions specified in the SUP; therefore permission to use the site, or assurances regarding the availability of the site, cannot be given by Mr. Colón.

If there are any further questions I can clarify regarding this issue please feel free to contact me.

Sincerely,

Susan M. Rice  
Refuge Manager

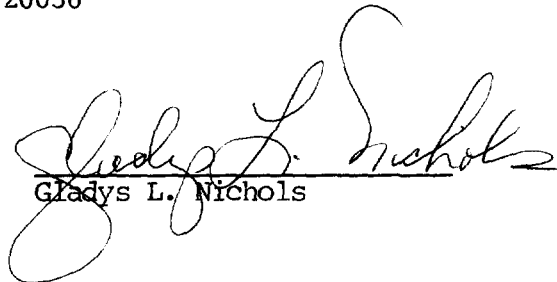
CERTIFICATE OF SERVICE

I, Gladys L. Nichols, do hereby certify that on this 6th day of December, 1993, the foregoing **EXCEPTIONS OF LLOYD SANTIAGO-SANTOS AND LOURDES RODRIGUEZ BONET** was served to the following persons by First Class Mail:

Roy J. Stewart, Chief  
Mass Media Bureau  
Federal Communications Commission  
1919 M Street, N.W., Room 314  
Washington, D.C. 20554

Blair J. Leland  
Federal Communications Commission  
Review Board  
2000 L Street, N.W., Room 203  
Washington, D.C. 20554

Scott C. Cinnamon, Esq.  
John B. Kenkel, Esq.  
Kenkel & Associates  
1901 L Street, N.W.  
Suite 200  
Washington, D.C. 20036

  
Gladys L. Nichols